

304

246126

PROTECTIVE COVENANTS

Paradise Hills, Plat "B" all lots

WHEREAS, we, Murrell Burningham and Vera H. Burningham, his wife, and Henry Lund and Helen Lund, his wife, are the owners and possessors of the following described property situated in Davis County, Utah,

All of PARADISE HILLS, PLAT "B", a subdivision of part of Section 29, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Bountiful, according to the official plat thereof.

And it is our desire and intent to place certain restrictions on the lots included within said subdivision, to insure a uniform development therein, and to enhance the future value thereof,

NOW, THEREFORE, we do hereby state and declare that all of said lots in said subdivision shall be henceforth conveyed subject to the following restrictions:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half stories in height, and a private garage of not more than a two-car capacity.
2. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1000 square feet for a one-story dwelling, or not less than 1000 square feet for a dwelling of more than one-story.
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. The Architectural Control Committee is composed of Murrell Burningham, Henry Lund, Vera H. Burningham and Helen Lund. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
4. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 6 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory buildings located 60 feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 70 feet at the minimum building set back line nor an area of less than 7000 square feet.
6. No noxious or offensive activity shall be carried on upon any lot nor shall anyone cause annoyance or nuisance to the neighborhood by act or neglect upon the premises. No animals or fowls shall be kept, housed or permitted to be kept or housed on any lot or lots in said subdivision, except dogs, cats and birds as are kept as household pets.

Platted
 Abstracted
 On Margin
 Indexed
 Compared
 Entered

(Continued)

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded.

9. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated: January 5, 1963

Murrell Burningham
Murrell Burningham

Vera H. Burningham
Vera H. Burningham

Henry Lund
Henry Lund

Helen Lund
Helen Lund

STATE OF UTAH §
 § SS.
COUNTY OF DAVIS §

On the 5th day of January, A. D. 1963, personally appeared before me Murrell Burningham and Vera H. Burningham, his wife, and Henry Lund and Helen Lund, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Henry R. Gurn
Notary Public

My Com. Expires: April 3, 1966 Residing at: Bountiful, Utah